

**Department of Personnel Administration
Memorandum**

TO: Personnel Management Liaisons (PML)

SUBJECT: Arbitration Award DPA No. 02-03-0122 – Article 19 Hours of Work SEIU	REFERENCE NUMBER: 2005-022
DATE ISSUED: 7/22/05	SUPERSEDES:

This memorandum should be forwarded to:

**Personnel Officers
Labor Relations Officers
Transaction Supervisors**

FROM: Department of Personnel Administration
Labor Relations Divisions

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This policy applies to the Service Employees International Union (SEIU) Units 1, 3, 4, 11, 14, 15 and 20 in Work Week Groups E and SE.

As a result of a recent arbitration award, DPA No. 02-03-0122 (California State Employees Association (Olsen) v. Department of Corrections), (please see **PML2005-007**) involving an employee on an alternate workweek schedule and the amount of time to charge when on vacation, sick leave, or annual leave; the arbitrator found that a “whole day increment” must be interpreted as the number of hours an employee is regularly scheduled to work in a day.

Article 19 Hours of Work, Section 19.1, F, 5, in the SEIU Memorandum of Understanding states as follows:

“FLSA – exempt/excluded employees shall not be charged paid leave or docked for absences in less than whole-day increments. Less than full-time employees shall be charged time proportionate to their scheduled hours of work. Record keeping for accounting, reimbursements, or documentation relative to other applicable statutes, such as the Family Medical Leave Act, is permitted.”

For the purposes of this Section and effective July 1, 2005, **whole day increments are the normal hours an employee is scheduled to work, eight (8) hours for working five days per week (40 hours total). Ten hours for employees who work four days ten (10) hours per day (40 hours total, or the number of hours in their specific work week proportionate to their work week. Thus, whole days has been interpreted as the number of hours an employee is regularly scheduled to work in a day, e.g. 4, 8, 9 or 10 hours.**

Accordingly, vacation, annual leave, and sick leave are to be charged as described above. This does not impact holiday time and it does not create an excess or deficit time bank.

There are 73 classifications in Bargaining Unit 1, and 4 in Bargaining Unit 11, which are excluded from the Fair Labor Standards Act (FLSA) and impacted by this policy. The Union (SEIU) has been notified of this policy change and concurs with it.

Please direct any questions to Jerry Radeleff, Labor Relations Officer.

/s/David A. Gilb

David A. Gilb
Chief of Labor Relations